

## **SPECIFICATIONS, PROPOSAL, AND CONTRACT**

For services in the Borough of Chambersburg for the following:

# **ELECTRIC LINE TREE TRIMMING MAINTENANCE FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015**

**ISSUED**

**August 22, 2014**

Bids for **Electric Line Tree Trimming Maintenance from October 1, 2014 to September 30, 2015** as covered by attached specifications must be received by Town Council of the Borough of Chambersburg before **2:30 p.m., legal time, September 16, 2014** at the office of the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201.

## **TOWN COUNCIL OF THE BOROUGH OF CHAMBERSBURG**

For further information:

Jeffrey M. Heverley, Assistant Superintendent Electric Department  
717-261-3236 or [jheverley@chambersburgpa.gov](mailto:jheverley@chambersburgpa.gov)

Gary Mickley, Electric Grounds Maintenance Supervisor  
717-729-2264 or [gmickley@chambersburgpa.gov](mailto:gmickley@chambersburgpa.gov)

## **NOTICE – SEEKING BIDS**

### **Electric Line Tree Trimming Maintenance From October 01, 2014 to September 30, 2015**

The Borough of Chambersburg is accepting sealed bids for:

**Electric Line Tree Trimming Maintenance from October 01, 2014 to September 30, 2015**

A complete proposal packet may be obtained from:

Jamia L. Wright, Borough Secretary  
Borough of Chambersburg  
100 South Second Street  
Chambersburg, PA 17201  
Phone: (717) 261-3254 or  
[www.chambersburgpa.gov/documents.php](http://www.chambersburgpa.gov/documents.php)

The Town Council intends to award a contract, (the “Agreement”) either to the overall lowest responsible bidder for each item separately or for Items I-II as a group, as determined by Town Council in the best interest of the Borough of Chambersburg.

There will not be a Pre-Bid meeting to discuss this Bid and Agreement.

Proposal Bonds, Performance Bonds, and Payment Bonds are not required for this Bid.

Bids shall be submitted only on the enclosed Bid Form included in the Bidding Documents. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete, or make additions to the wording to any of the Bidding Documents, including the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a bid may be cause for rejection of the bid. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

The Town Council of the Borough of Chambersburg reserves the right to reject any or all bids; to waive any defects, errors, omissions, irregularities or informalities in a Bid or the Bid procedure; and to accept any Bid which it may deem to be for or in the best interest of the Borough of Chambersburg.

Bids will be received at the above address until 2:30 p.m., on September 16, 2014. Any Bid received after said date and time will be returned unopened. All bids must be in a sealed envelope clearly marked “Bid for Borough of Chambersburg”, bearing the name of the bidder and “**Electric Line Tree Trimming Maintenance from October 01, 2014 to September 30, 2015**”. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “**BID ENCLOSED**” on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary.

Bids may be taken under advisement and the award of the Agreement, if awarded, will be made within forty-five (45) days after the date of the opening of the Bids. The Town Council reserves the right to formally accept a Bid and award the Agreement by public announcement at a regular meeting of the Town Council.

The Borough of Chambersburg is an Equal Opportunity Employer. Minority and women owned business and those defined as SERB’s under State regulations are encouraged to submit proposals.

# INSTRUCTIONS TO BIDDERS

## 1. **Project Overview**

The Borough of Chambersburg (the "Borough") is seeking bids from qualified bidders for the following maintenance service (the "Work") and as further described in the Specifications herein:

### **Electric Line Tree Trimming Maintenance from October 01, 2014 to September 30, 2015**

The Borough is seeking qualified bidders to perform maintenance work along Borough electric facilities, trimming or removing all trees, brush or hedges designated by the Borough which interfere with the electric distribution lines, street lights, and traffic signals of the Borough or which may interfere with extensions or reconstruction thereof. The Agreement for Item I is based on existing electrical system as of August 22, 2014, which includes distribution, traffic signals, and general lighting. Other Borough Departments may utilize the pricing awarded in Item II for other general assistance throughout the Borough.

## 2. **Bidding Documents**

The Bidding Documents include the following documents:

- Notice / Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Specifications
- Exhibits 7, 10, and Map
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder's Questionnaire
- Proposal
- Agreement
- Receipt of Confirmation of Bidding and Contract Documents
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)

## 3. **Copies of Bidding Documents**

A complete set of Bidding Documents may be obtained by the Bidder at:

Borough of Chambersburg, 100 S. Second Street, Chambersburg, PA 17201.

The Bidding Documents may also be obtained electronically at [www.borough.chambersburgpa.gov](http://www.borough.chambersburgpa.gov). All prospective bidders who obtained the Bidding Documents electronically must fax a "Receipt of Confirmation" form no later than 9:00 AM on September 16, 2014 to Jamia Wright at (717) 264-0224.

Complete sets of the Bidding Documents shall be used in preparing the Bid. The Borough does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

## 4. **Contractor**

The successful bidder(s) will be known as the Contractor. The successful bidder(s) to whom a contract (the "Agreement") is awarded will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable Borough ordinances, rules and regulations.

**5. Qualifications of Bidders**

To demonstrate Bidder's qualifications to perform the Work, the Bidder shall submit with the Bid a completed Bidder's Questionnaire, as contained in the Bidding Documents.

Submission of financial information is not required with the Bid, however, the Borough reserves the right to request such information within five (5) calendar days after the Bid opening date. Each Bid must contain evidence of Bidder's qualification to do business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to and as a condition of the award for the Agreement.

No bid will be accepted from, nor will any contract be awarded to any person who is in arrears with the Borough upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said Borough or whose work has heretofore proved unsatisfactory or dilatory.

**6. Interpretations and Addenda**

Any questions or requests for interpretation of any provision of the Bidding Documents or Specifications shall be made to Mr. Jeffrey Heverley, Assistant Electric Department Superintendent, at [jheverley@chambersburgpa.gov](mailto:jheverley@chambersburgpa.gov), or 717-261-3236 at least five (5) days prior to the submission deadline.

The Borough may issue an Addendum if deemed necessary by the Borough to address or clarify the Bidding Documents up to three (3) days prior to the submission deadline. Questions received after five (5) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations, or clarifications will not be binding or legally effective. A Bidder who fails to acknowledge receipt of any such Addendum with its Bid, as documented in a "Receipt of Addenda" form will be construed as though the Addendum had been received and acknowledged.

**7. Security**

Proposal Bonds, Performance Bonds, and Payment Bonds are not required for this Bid or Agreement.

**8. Proposal Form**

The Bid price of each item on the Proposal form must be stated in numerals and, if required, in words. Subject to the Borough's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.

The Proposal Form (hereinafter the "Bid") of an individual must be signed by the individual person. The Bid of a partnership must state the names of each partner and it must be signed by at least one partner. The Bid of a corporation must show the State of incorporation and must be signed by the President or Vice President. All names must be typed or printed below each signature. Bid prices shall be inclusive and shall include, if applicable, all taxes of whatever nature. Submission of prices for Alternates, if any, is mandatory.

**IN ORDER TO BE CONSIDERED FOR BACKUP OR EMERGENCY WORK YOU MUST SUBMIT A PROPOSAL ON THIS AGREEMENT**

The following should be considered by the Bidder with Bid submission, if applicable:

**Tax:** Pennsylvania sales tax is not to be included in the bid. Tax exemption certificate will be furnished to the Contractor. The Borough is sales tax exempt. However, the Contractor is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this Agreement. Bidder shall obtain legal advice to determine how and to what extent the

Borough's tax exemption may be utilized by the Contractor. The Borough will provide, at the Contractor's request, documentation required to obtain applicable tax exemptions.

**9. Submission of Bids**

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the bidder and "**Electric Line Tree Trimming Maintenance from October 01, 2014 to September 30, 2015**". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary. The Bidder is solely responsible for delivering Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice.

Please be advised that all employees performing work under this Agreement shall comply with ANSI Z133.1-2012 and OSHA 29 C.F.R. Sections 1910.268, 1910.269, 1910.333 Safety Standards. Certification of all such employees as required in OSHA 29 C.F.R. 1910.269 is required and proof of this certification shall accompany this bid. **PROPOSALS WITHOUT TRIMMERS ANSI AND OSHA CERTIFICATION WILL BE REJECTED.**

The following completed documents are to be submitted with the Bid and will become a condition of the Bid:

- Proposal
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder's Questionnaire
- Tree Trimmers ANSI and OSHA Certification
- Receipt of Addenda (if applicable)

Bidders may provide comments to clarify or describe their technical offer, but Bidders cannot change, modify, delete, or make additions to the wording to any of the Bidding Documents, including but not limited to the Agreement, General Conditions, or the Proposal form. **Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause for rejection of the bid.** Any questions regarding the Bidding Documents shall be submitted as a request for interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, including any Addenda or Memorandum and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress, or performance of the Work, visit the Point of Destination to become familiar with the local conditions;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or the performance of the Work;
- D. carefully study and correlate the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination, with the Bidding Documents;

- E. promptly give the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Borough is acceptable to Bidder; and
- F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

**10. Modification and Withdrawal of Bids**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State, or local laws and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid, if bid security is required.

**11. Bids to Remain Subject to Acceptance**

Bids shall remain open for a period of forty five (45) days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of one hundred twenty (120) days from the date of Bid opening. The Borough will either award the Agreement within the applicable time period or reject all Bids, returning the Bid security to the Bidders. Thirty (30) day extensions of the date for the award may be made by the mutual written consent of the Borough and the apparent successful Bidder.

**12. Award of Agreement**

The Borough reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder, if the Borough believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Borough. The Borough also reserves the right to waive all irregularities or informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Bidder.

The Borough will correct discrepancies in Bidder's mathematical totals. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

In evaluating Bids, the Borough may conduct such investigations as the Borough deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-contractors, suppliers, and other persons and organizations to perform and furnish the Goods in accordance with the Bidding Documents to the Borough's satisfaction within the prescribed time. The Borough reserves the right to interview bidders.

If the Agreement is to be awarded, the Borough will give the apparent successful Bidder a Notice of Intent to Award.

### **13. Signing of Agreement**

When the Borough gives a Notice of Intent to Award to the apparent successful Bidder(s), it will be accompanied by two (2) unsigned counterparts of the Agreement (each with a copy of the Bid submission). Within fifteen (15) days thereafter, apparent successful Bidder shall sign and deliver to the Borough the two (2) signed counterparts of the Agreement accompanied by the required insurance certificate(s) and Bucket Truck Dielectric Certificate. The Agreement may be cancelled, at the discretion of the Borough, if the apparent successful Bidder does not execute, and deliver to the Borough, the Agreement, insurance certificate(s), and Bucket Truck Dielectric Certificate, within fifteen (15) days from the date of the Notice of Intent to Award.



## **GENERAL TERMS AND CONDITIONS**

### **1. Labor and Equipment**

The Contractor agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for or in connection with, the Work to be done hereunder in consideration of the payments hereinafter provided to be paid to the Contractor by the Borough.

### **2. Inspection of Work or Goods**

The Borough reserves the right to inspect the Contractors Work, Goods, or other deliverables, and direct changes to the Contractor's methods and procedures within the scope of this Agreement. Periodic inspections will be performed by the Borough or its agents.

### **3. Termination and Suspension**

Should the Contractor fail to perform the Work to the satisfaction of the Borough or to comply with any of the provisions of the Agreement, the Borough may terminate this agreement upon twenty-four (24) hours written notice to the Contractor. This Agreement may be cancelled by either party upon thirty (30) days written notice. The Borough has the right to suspend performance of the Agreement, without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension.

### **4. Notice of Defect**

Neither final payment nor acceptance of the work or of the Goods shall relieve the Contractor of responsibility for failure to comply with the Specifications. The Borough shall give the Contractor prompt notice of defects that become apparent in their Work during the term of Agreement. The Contractor shall remedy any defects in his work that shall appear within said period and shall bear the expense of repairing everything that has been destroyed or damaged by such defects. In the case of subpar Goods, Contractor must immediately replace deliverables. In case of an emergency where delay would cause serious loss or damage, the Borough may undertake to have any defects repaired without previous notice to the Contractor, and the expense of such repairs shall be borne by the Contractor.

### **5. Permits, Licenses, etc.**

All permits, licenses, inspections, ratings, or approvals related to the performance of the Work, or delivery of such Goods, including but not limited to electrical, water, building permit, or other construction permitting from Federal, State, or local agencies, are the responsibility of the Contractor and all expenses for such should be included in the Bid proposal.

### **6. Assignment**

The Contractor shall not sublet this Agreement or any portion of it without first obtaining the written consent of the Borough.

The Contractor shall not obligate the Borough to make any payments to another party for, or on behalf of the Borough, without the approval of the Borough.

### **7. Invoices and Payment**

All payments will be processed through the Borough's standard accounts payable system. Contractor Invoices should contain all applicable information. Additional invoice and payment requirements and conditions for payment are located in the Specifications. If the Borough objects to any portion of an Invoice, the Borough shall so notify the Contractor in writing within twenty (20) days of receipt of the invoice. The Borough shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Borough on all



disputed invoiced amounts resolved in the Contractor's favor and unpaid for more than forty-five (45) days after date of the notice of the dispute.

#### **8. Quantities Awarded**

For requirements contracts only, the items and quantities of such items if set forth in the Bidding Documents are only estimates. The Borough in its sole discretion may make an award for some or all of the items bid and in such quantities as the Borough shall deem appropriate.

#### **9. Delivery and Prices**

All items must be delivered at the price(s) bid, FOB Point of Destination, unless otherwise approved by the Borough.

#### **10. Insurance**

Unless otherwise specified, the Contractor shall, at its sole cost and expense, maintain the following minimum types of insurance as specified herein. The Borough of Chambersburg, its officers and employees, are to be named as additional insured on all policies required herein, except Workmen's Compensation. The insurance shall provide for at least thirty (30) days prior written notice to be given to the Borough in the event the insurance is materially changed, canceled, or non-renewed. Before starting work the Contractor shall furnish to the Borough for its examination and approval such policies of insurance with all endorsements, or a conformed specimen thereof certified by the agent of the insurance company, together with certificates of the insurance company of such insurance. The Contractor may be required to include the Commonwealth of Pennsylvania, Department of Transportation as an additional insured for public liability insurance if a Highway Occupancy Permit is required for the Work.

A. WORKMEN'S COMPENSATION – Statutory limit as required by the Commonwealth of Pennsylvania.

B. BUSINESS AUTOMOBILE – Covering Any Automobile (Symbol I)

Bodily Injury Liability and Property Damage Liability	\$1,000,000 (CSL)
--	-------------------

C. COMMERCIAL GENERAL LIABILITY (CGL)

General Aggregate Limit	\$1,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Expense Limit	\$ 5,000

#### **11. Indemnification**

The Contractor and its sub-contractors, if any, shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, sub-contractors, agents, servants, and/or anyone acting under the Contractor's control and/or the Contractor's direction, in the performance of the requirements of this Agreement. The Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of the Contractor or its sub-contractors. If the Contractor is successful in defending such a lawsuit, then the Borough will reimburse the

Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et seq.* and in accordance with such limits of liability set forth in the Act, along with payment for any withheld invoices.

## **12. Taxes**

All taxes of whatsoever kind, nature, and description payable in respect to the performance of this Agreement are to be paid by the Contractor unless otherwise provided by law.

## **13. Disputes**

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in Franklin County Court of Common Pleas if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

## **14. Compliance with Laws**

All Work performed under this Agreement shall conform with all applicable Federal, State, and local laws, which may include but not be limited to the following:

- A. Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- B. The Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- C. The Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 121 of 2008, which requires contractors to notify public utilities prior to starting excavation or demolition work.
- D. The Pennsylvania Antibi-Rigging Act, 73 P.S. 1611 *et seq.*, regarding contracts for the purchase of equipment, goods, services or materials or for construction or repair let or to be let by a government agency.

## SPECIFICATIONS

1. The Contractor hereby agrees under the items awarded by contract (the "Agreement"), to trim or remove all trees, brush, vine, or hedge designated by the Borough which interfere with the **electric distribution lines, street lights, and traffic signals** of the Borough or which may interfere with extensions or reconstruction thereof.

The awarded portions of the Agreement provides for trimming of all trees, hedges, vines, and bushes that interfere with the respective portions of the Electric Department's primary and secondary distribution lines, street lighting, and traffic signals. All streets, alleys, and easements which contain a Borough electrical wire are subject to an inspection to determine the need for trimming and trimmed according to guidelines herein. Also to be trimmed are traffic signal approaches. Service lines to buildings shall be included in map **sections 1, 2, 3, 4, 5 and 6**.

The Agreement is issued for the purpose of obtaining a favorable rate by utilizing off-season labor. Therefore, general trimming under this Agreement shall be performed during the off-season periods unless specifically authorized by Borough personnel. Any work performed outside the off-season period at the contractors discretion on general trimming under this Agreement will not entitle the contractor to additional payment for the section where the work was performed. Those critical conditions which need completed during prime season must begin as required within 24 hours after notification.

2. The Agreement is based on existing electrical system as of August 22, 2014, which includes distribution, traffic signals, and street lighting. Any new major distribution construction during the term of this Agreement will be part of construction costs and not included in the Agreement.
3. The Contractor shall notify the Borough as to any trees, brush, vine, or hedge requiring trimming or removal, under the terms of the specifications or in the opinion of the Contractor, if the same has not already been designated by the Borough.
4. All work shall be done to the complete satisfaction of the Borough and in accordance with all municipal, county, state, and local laws, ordinances, and regulations applicable to said work, and in accordance with Specifications attached hereto and made a part hereof. The work designated under this contract shall be subject to the approval of duly authorized representatives of the Borough Electric Department. Any work which is not done to the satisfaction of the Borough representative shall be corrected immediately by the Contractor, with payment withheld until corrections are completed.
5. The final section must be ready for inspection by April 1, 2015 to provide time for any corrective actions required as a result of the inspection. All corrective actions must be completed by April 30, 2015. The contractor will be assessed twenty-five dollars (\$25.00) per calendar day if the final section is not ready for inspection by April 1, 2015. The contractor will be assessed one hundred dollars (\$100.00) per day for any work not completed, including corrective actions due to inspection, by April 30, 2015. The Borough Electric Department may waive these fees if there is a justifiable reason for the delay.
6. This Agreement shall be in force and effect until the 30th day of September 2015 even if basic tree trimming maintenance is complete, unless sooner terminated as herein before provided. The Agreement may be extended by the Borough Electric Department if in the Borough's opinion such extension is in the best interest of the Borough.

7. All complaints received from property owners of any nature whatsoever shall be reported to the Borough immediately. Representatives of the Contractor shall treat residents and property owners respectfully.
8. When applicable, the Contractor shall obtain the necessary consent or permission from the owner or owner's agent, individual(s), or board having authority over each tree, brush, vine, or hedge to be trimmed or removed.

The Contractor shall furnish all solicitors, motor cars, and all other labor and equipment necessary for the securing of the said consent or permission when it sees fit to do so. All expenses in the securing of said permission or consent shall be paid by the Contractor, except where said consent or permission is obtained by the Borough.

The Borough may, at its option, require that the permission or consent obtained for the trimming of any tree, brush, vine, or hedge designated under this Agreement, be in writing, such written permission to be in a form satisfactory to the Borough. All such written permits shall become the property of the Borough upon completion of the work. If consent or permission for the removal of any trees is to be obtained by the Contractor, the Borough may require that such permission shall be in writing. If such consent or permission has been obtained by the Borough the Contractor shall not be required to obtain any further consent or permission.

9. The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, or other real or personal property. The Contractor shall protect all utilities from damage and shall immediately contact the appropriate utility if damage should occur. The Contractor shall be solely responsible for any and all damage to real or personal property, including but not limited to trees, brushes, or hedges, and utilities, incidental to the Work caused by the Contractor under this Agreement. The Contractor shall inform the Borough of any damage caused by the Contractor's operation on the day such damage occurs. The Contractor shall be responsible for any repair or replacement costs, however, the Borough reserves the right to repair or replace what was damaged and assess the Contractor such costs as are reasonable and related to the damage caused by the Contractor, and deduct these costs from any payment due.
10. The contractor shall use a minimum size crew consisting of at least one (1) trimmer and one (1) additional employee to perform as a laborer. During emergencies, a third employee must be available to assist in clean-up.

Additional employees shall be used as required to provide traffic control while performing work on Pennsylvania State Routes within the Borough. The Contractor shall provide any and all adequate barricades, signs, and/or warning devices to protect motorists and pedestrians, if necessary or required, all of which must conform to the American Traffic Safety Standards and, if working within the PennDOT right of way, such traffic control shall be in accordance with PennDOT rules, regulations, and publications.

Wherever work to be done under this agreement is of such a nature that it can be done by common labor without affecting the quality and safety of the work, incidental common labor may be employed by the Contractor for such work.

11. All designated trimming work for which proper consent or permission has been obtained, shall be done in a first-class scientific manner in accordance with ANSI Z133.1-2012 or later standard so as to provide maximum clearance for the Borough's lines without injury to the trees. All employees performing work under this Agreement shall comply with ANSI Z133.1-2012 and OSHA 29 C.F.R.

Sections 1910.268, 1910.269, 1910.333 Safety Standards. Certification of all such employees as required in OSHA 29 C.F.R. 1910.269 is required and proof of this certification shall accompany this bid. **PROPOSALS WITHOUT THIS PROOF WILL BE REJECTED.** The Contractor's employees and any and all subcontractors shall maintain all licenses and approvals during the Term of this Agreement.

12. The Contractor shall keep the necessary guards and protective devices at locations where work is being done to prevent accidents to the public, and immediately upon completion of the work at each location, shall remove all equipment and dispose of all brush and debris in accordance with applicable laws, rules, ordinances, and regulations, and if not prohibited thereby, in accordance with the desire of the property owners.
13. The Contractor shall not make any payment to tree wardens or local inspectors except on written approval of the Borough.
14. The Contractor shall secure from the Borough information as to the nature of the circuits involved in all cases, before work is commenced. It is understood by and between the Borough and the Contractor that the electric circuits of the Borough are to remain in operation during the performance of the Work under this Agreement, and that the Contractor is to provide and use all protective equipment necessary for the protection of its employees and the public and to guard against interfering with the normal operation of said circuits. Personal protective equipment shall include, but not be limited to, ANSI Class D Hardhats, ANSI Approved safety glasses, hearing protection, fall protection, gloves, boots, and chainsaw chaps or protective pants for all workers using chainsaws.

The Contractor shall keep the Borough informed as to the progress of the work and shall advise the Borough daily as to the location of the work to be done that day by calling Electric System Operation at 717-261-3250 or 717-729-2391. Work shall not be done without completing this call. For the safety of the workers, the System Operator will place the feeder(s) being worked around in a reclose-block state, in which they will open and stay open in the event of a trip as opposed to the normal state of re-closing after a trip. A half percent ( $\frac{1}{2}\%$ ) of the total Agreement price will be deducted from the Agreement for each day work is performed when no call was recorded with the Electric System Operation.

15. The choice and order of map areas to be trimmed is at the sole discretion of the Borough Electric Department. This order shall be determined before trimming commences. Work shall be concentrated in one section until that section is submitted to the Borough for inspection before trimming is started in next section.

Failure to complete trimming by the Agreement ending date will result in contractor forfeiting any rights in receiving payment for work done in any incomplete section and contractor will be removed from bidder eligibility for a period of three (3) years.

From time to time the Borough may request tree trimming maintenance to be done outside of the current map section. Billing for such work shall be included as part of the work in that section and billed upon completion of that section.

16. Hourly rates for Foreman, Trimmer, Laborer, Truck, Chipper, Power Saw, and Aerial Bucket Truck shall be submitted for internal auditing purposes, emergency, storm-related cleanup, and non-contract work. No overtime rates shall apply to the Agreement work.

17. Emergency and storm-related cleanup work exceeding eight (8) continuous hours shall be eligible for fifty percent (50%) surcharge over basic rates, including Saturdays, Sundays, and all holidays. Overtime rates shall be submitted on bills showing time accumulated over eight (8) hours. All charges for emergency, storm-related cleanup, and non-contract work shall not be charged against the tree trimming maintenance Agreement.
18. The Contractor shall be responsible for disposal of all materials and site cleanup.
19. The Contractor shall submit the following documents at the times indicated herein. Failure to submit these documents within the specified time period will result in rejection of the contractor's proposal and award to the next successful bidder.
- A. Bucket Truck Dielectric Certificate – Within ten (10) calendar days of notification of intent to award.
  - B. Tree Trimmers ANSI and OSHA Certification – With Proposal.
20. EQUIPMENT REQUIREMENTS: An aerial device shall be used for trimming overhanging branches and limbs as follows:
- A. Crossarm Construction; overhanging branches and limbs which extend beyond nearest conductor must be trimmed using an aerial device.
  - B. Spacer construction; overhanging branches and limbs which extend three feet beyond furthest conductor must be trimmed using an aerial device. Branches and limbs in excess of 3" in diameter extending to the cable must be trimmed using an aerial device.
  - C. The requirement for an aerial device will be waived when trimming in inaccessible rear lot easements.
  - D. Contractor shall provide written proof of dielectric testing, within the twelve (12) month period prior to commencement of this Agreement, for all aerial devices that will be used for this Agreement. Dielectric testing of the aerial devices and any hot line tools used by the contractor shall be maintained throughout the Agreement period. Aerial device testing shall be performed annually for each aerial device.

**21. Clearances:**

**Primary (4 & 12 kV):**

Minimum - 6' laterally & below; 10' above  
Exception - 6" wood or larger

**Transmission (69 kV):**

Minimum - 15' laterally & below, no portion of the vegetation shall be above the conductor.  
No exceptions.

**Secondaries (120-480 V):**

Minimum - 4' in all directions  
Exception - 6" wood or larger

**Service Drops to Houses and Buildings:**

1' in all directions. Trimmed every other year  
Exception - 6" wood or larger

**Transformers, Switches, Cutouts, Lightning Arresters, Etc.:**

Cleared by 6' in all directions.

**Stop Sign and Signal Approaches:**

Minimum 75' from intersection using minimum height of 20'

**Streetlights:**

Trimmed with an angle of 40 degrees from one (1) foot above light fixture.

**Residential Post-Mounted Lights:**

Clearance of 3' above and laterally 15'.

Exception: Shrubbery beyond house side of sidewalk in private yards should be disregarded.

All **DEAD branches and limbs** are to be removed if they would come in contact with any electric wires, electric equipment, traffic signals, or street lights if they were to fall. This includes limbs and branches outside of the minimum clearances.

All clearances in this Article are the minimum to be trimmed.

**ALL MINIMUM CLEARANCES SHALL EXIST PRIOR TO LEAVING ANY SECTION.** Trimming shall be done in a manner so that clearances are maintained through the end of the contract. If re-growth is observed which encroaches within 1 foot of primary or secondary lines during the contract period, the Contractor will be notified to re-address the area.

**22. Tree Trimming and Pruning Specifications:**

Good tree procedures can help maintain aesthetic tree value and help direct future growth away from wires. Therefore, Exhibits 7 & 10 is included as references for proper techniques. All trimming and pruning shall be done in accordance with these references and with ANSI A300 Part 1.

**23. Additional Invoice and Payment Provisions:**

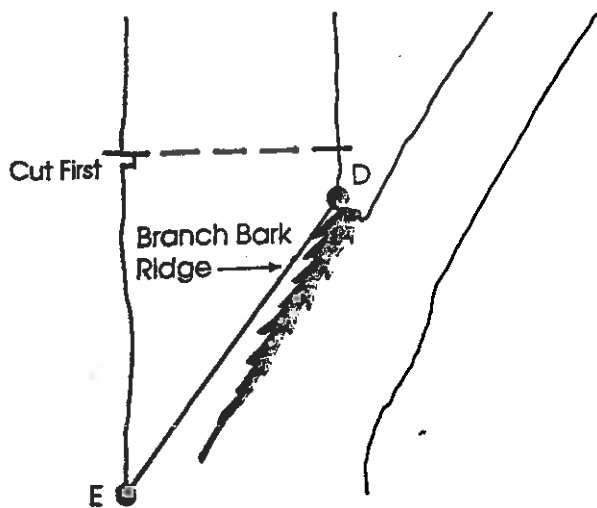
Payments will be made on a map section basis. Partial Invoices for work completed in a section shall be submitted upon completion of that section.

Upon initial acceptance by the Borough Electric Department, the Contractor will be paid not more than fifty percent (50%) of the Agreement price for that section. Within thirty (30) days of the initial acceptance by the Borough Electric Department, a Borough Representative will perform an inspection. After final acceptance by the Borough, after remedial trimming has been done per recommendation of the Borough inspection, the Contractor will be paid the remaining amount due for that section. Trimming price is for the trimming in accordance with this Agreement regardless of man-hours required to complete the work.

Separate bills shall be rendered for different work orders, areas, or crews as required by the Borough for non-contract work.

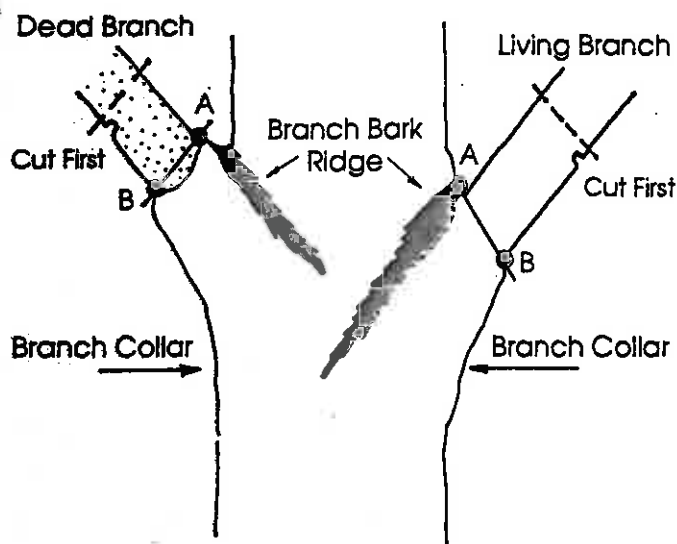
Bills under the Agreement for emergency and storm related work may be rendered by the Contractor to the Borough at suitable intervals and as mutually agreed upon. Bills shall list the per unit costs and quantities as agreed upon in this Agreement.





## TOP PRUNING

Tops are to be stub cut first as shown. Then cut as line DE indicates, at approximately the same as the Branch Bark Ridge. Do not cut the Branch Bark Ridge.

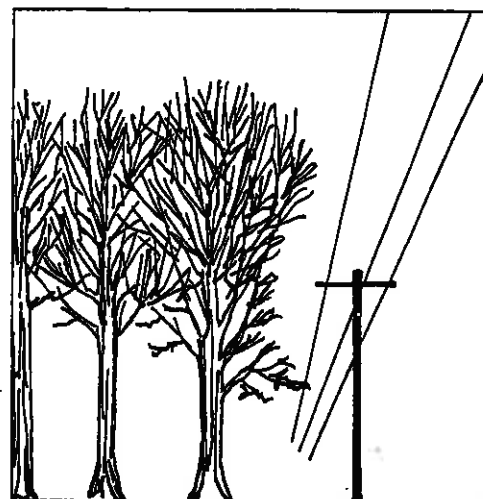


## SIDE PRUNING

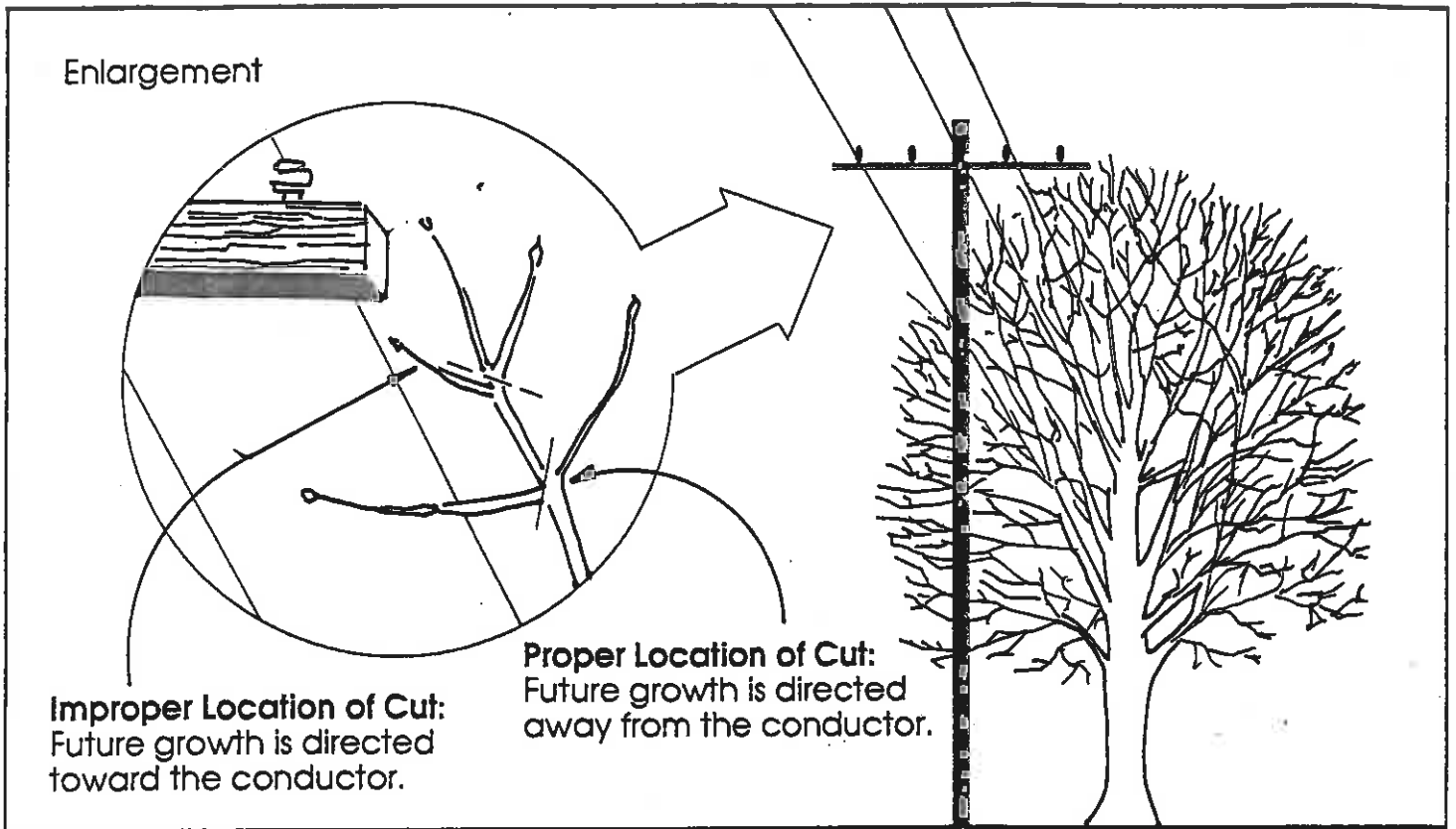
Cut side branches first as shown. Then cut as lines AB indicate outside of the Branch Bark Ridge and beyond the swelling of the Branch Collar. Do not cut the Branch Ridge or through the Branch Collar.

## SIDE TRIM STUBBING

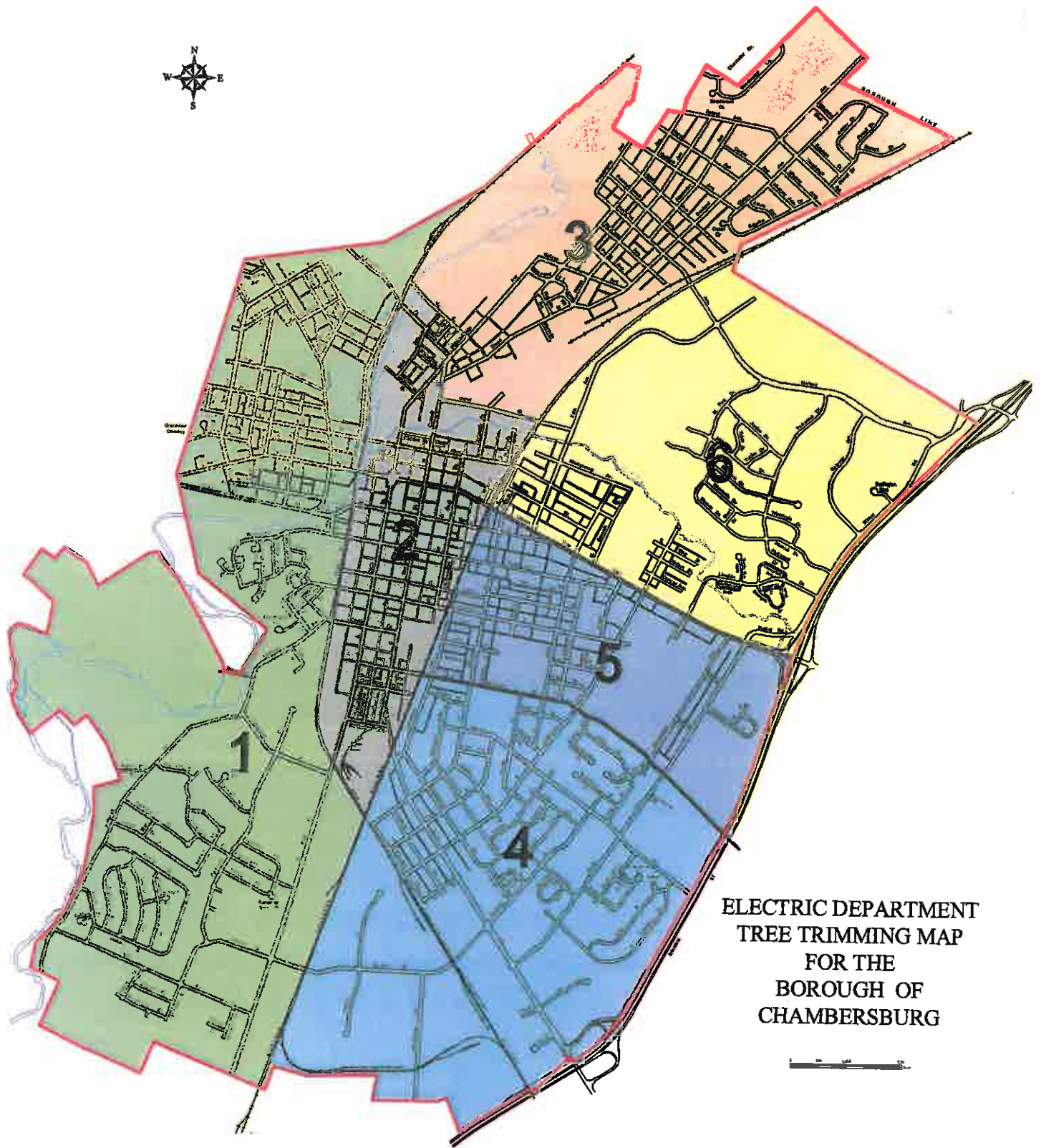
This is done by stubbing off portions of limbs along the side of the tree to obtain clearance. This method of trimming, like pollarding and rounding over, creates many fast-growing suckers that become a serious line clearance problem. These trimming methods should be avoided.



## AVOID STUBBING



**Directing Tree Growth Away From Wires.**



ELECTRIC DEPARTMENT  
TREE TRIMMING MAP  
FOR THE  
BOROUGH OF  
CHAMBERSBURG

## NON-DISCRIMINATION

During the term of the contract, the contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- B. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.
- D. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that contract has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, contractor shall then employ and fill vacancies through other non-discrimination employment procedures.
- F. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for Commonwealth of Pennsylvania contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- G. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to § 49.35 (relating to information concerning compliance by contractors). If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- H. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- I. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
- K. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

### **BIDDER AFFIDAVIT**

The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned bidder hereby represents as follows:

- A. That he has carefully examined the Proposal, the Contract, and the Specifications.
  - B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under.
  - C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
  - D. That should this Proposal be accepted by the Borough of Chambersburg within forty-five (45) days of the opening of bids, he will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to the Borough of Chambersburg the Proposal Security, not as a penalty, but as a liquidated damage.
- 

\_\_\_\_\_  
Name of Bidder, Corporation, Firm or Individual

By: \_\_\_\_\_

Authorized Representative

\_\_\_\_\_  
Please Print Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address of Bidder

\_\_\_\_\_  
Phone #



### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid", as used in the Affidavit, has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit, in compliance with these instructions, will result in disqualification of the bid.



## **NON-COLLUSION AFFIDAVIT**

Contract/Bid No. \_\_\_\_\_

**State of :**

**County of :**

I state that I am, \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

**I state that:**

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
- (5) (Name of Firm) \_\_\_\_\_ its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not, in the last four (4) years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (Name of Firm) understand and acknowledges that the above representations are material and important and will be relied on by \_\_\_\_\_ (Name of Public Entity) in awarding the contract(s) for which this bid is submitted.

**NON-COLLUSION AFFIDAVIT CONTINUED**

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_ (Name of Public Entity) of the true facts relating to the submission of bid for this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Company Position)

SWORN AND SUBSCRIBED  
BEFORE ME THIS

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Date)

### **BIDDER'S QUESTIONNAIRE**

All questions must be answered and the dates given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information if desired. The signer of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

For:               Borough of Chambersburg  
                      100 South Second Street  
                      Chambersburg, PA 17201

Project:           **Electric Line Tree Trimming Maintenance from October 01, 2014 to September 30, 2015**

Submitted by:

(Bidder's Full Name) \_\_\_\_\_

(Full Address) \_\_\_\_\_

(Phone Number) \_\_\_\_\_

(State of Incorporation) \_\_\_\_\_

1. State the number of years your organization has been in business under your present business name and engaged in the type of work called for in this Bid.

\_\_\_\_\_

2. List three (3) similar contracts your organization has completed in the last five (5) years. Include project, date, Owner, contact, and phone number of Owner's contact, as applicable.

	Project	Date	Owner	Contact	Owner's Contact Phone Number
1					
2					
3					

3. Have you ever failed to complete any work awarded to you? Y \_\_\_\_\_ N \_\_\_\_\_

If so, where and why?

---

---

---

4. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete an awarded contract? Y \_\_\_\_\_ N \_\_\_\_\_

If so, state the name of the individual, the other organization, and the reason therefore.

---

---

---

5. Has any officer or partner of your organization ever failed to complete a contract handled in their own name? Y \_\_\_\_\_ N \_\_\_\_\_

If so, state the name of the individual, name of the Owner, and the reason therefore.

---

---

---

6. Have you or any officer or partner of your organization ever requested protection under Federal Bankruptcy Laws? Y \_\_\_\_\_ N \_\_\_\_\_

If so, state the name of the organization and/or individual and when protection was requested.

---

---

---

7. Are you or your company involved in any litigation concerning any projects you or your company has worked on in the past five years? If so provide citations to the relevant filings.

**(FORM CONTINUES ON FOLLOWING PAGE)**

8. The undersigned hereby authorizes the Borough and its representatives to contact former clients and / or references to discuss the bidder's performance and / or qualifications. Bidder hereby expressly releases the Borough of Chambersburg, its agents, attorneys, engineers, representatives, board members, heirs, and assigns from any and all rights, losses, damages, claims, actions or causes of action, whether in contract or tort, law or equity, whether known or unknown, suspected or unsuspected, which the Bidder ever had, now has, or will have against the Borough of Chambersburg, former clients and / or references related to the discussion in any manner of the Bidder's performance and / or qualifications.

Dated at this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Name of Bidder, Corporation, Firm or Individual

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(Please Print Signature)

\_\_\_\_\_  
Title

**END OF BIDDER'S QUESTIONNAIRE**

# PROPOSAL

DATE \_\_\_\_\_

**Project: Electric Line Tree Trimming Maintenance from October 01, 2104 to September 30, 2015**

## **ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to:

Borough of Chambersburg  
100 S. Second Street  
Chambersburg, PA 17201  
Attn: Jamia Wright

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Borough in the form included in the Bidding Documents to perform the Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding Documents.

## **ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

2.01 Bidder accepts all of the terms and conditions of the Notice / Advertisement, Instructions to Bidders, and General Terms and Conditions, including without limitation those dealing with the disposition of Bid security, if applicable. The Bid will remain subject to acceptance for forty five (45) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Borough.

## **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents, as set forth in the Bidding Documents, that the Bidder has:

- A. examined and carefully studied the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress or the performance of the Work, Bidder has visited the Point of Destination to become familiar with the local conditions;
- C. Bidder is familiar with and satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, or the performance of the Work;
- D. Bidder has carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination, with the Bidding Documents;
- E. promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Bidder; and

- F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

#### **ARTICLE 4 - BASIS OF BID**

- 4.01 Bidder will perform the Work as noted below in accordance with the Bidding and Contract Documents (indicate quantity where none is currently given) at the following FIRM prices:

Item	Description	Total (in Dollars)
I	Basic Electric Line Tree Trimming Maintenance for Sections 1,2,3,4,5, & 6 as Specified	\$ _____

TOTAL LUMP SUM BID PRICE (words) for Item I:

---

---

#### **Item I: CONTRACT WORK PRICES PER MAP SECTIONS:**

Map Sections	Amount (in Dollars)
Section 1	\$ _____
Section 2	\$ _____
Section 3	\$ _____
Section 4	\$ _____
Section 5	\$ _____
Section 6	\$ _____
<b>Total of sections to equal amount on proposal</b>	\$ _____



**ITEM II: SCHEDULE OF FIRM PRICE PER UNIT CHARGES FOR STORM, EMERGENCY, AND NON-CONTRACT WORK**

<b>Unit</b>	<b>Amount (in Dollars)</b>
Foreman	\$ per man-hour worked
Trimmer	\$ per man-hour worked
Common Labor	\$ per man-hour worked
Truck	\$ per hour in use
Chipper	\$ per hour in use
Power Saw	\$ per hour in use
Aerial Bucket Truck	\$ per hour in use

**Personnel List**

Full Time	
Full Time	
Part / Full Time	

**ARTICLE 5 — TIME OF COMPLETION**

5.01 Bidder agrees that the performance of the Work will conform to the schedule set forth in the Agreement.

**ARTICLE 6 - ATTACHMENTS TO THIS BID**

6.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bidder Questionnaire, with supporting data if required; and
- B. Required Non-Collusion Affidavit, Bidder Affidavit, and Non-Discrimination Affidavit; and
- C. Tree Trimmers ANSI and OSHA Certification

**(SIGNATURES APPEAR ON FOLLOWING PAGE)**

The undersigned does further declare that the statements and representations made in this Proposal are true in every respect and that said Proposal is in all respects fair and made without collusion or fraud, and that no member of the Borough Council or any agent or employee of the Borough directly, or indirectly is interested in this Proposal, or in any portion of the profits expected to accrue therefrom.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Name of person familiar with proposal

Phone number \_\_\_\_\_

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Effective Date") by and between the Borough of Chambersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the "Borough") and \_\_\_\_\_ (hereinafter the "Contractor").

**WHEREAS** the Borough has authorized the performance of certain services in accordance with the Specifications hereto attached and made a part hereof; and

**WHEREAS** the Contractor has submitted to the Borough a Proposal for

**Electric Line Tree Trimming Maintenance from October 01, 2014 to September 30, 2015**

in conformity with the Bidding Documents, including Specifications, hereto attached and made a part hereof; and

**WHEREAS** the Borough, after due consideration and appropriate action, has decided to award a contract to the Contractor in accordance with said Proposal.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that the Borough and the Contractor in consideration of the requirements, terms, and conditions of the said Specifications and the offers, promises, and representations made by the Contractor in said Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, do hereby agree as follows:

### **Article 1 - Basis of Agreement**

The parties hereto recognize that any and all Bidding Documents, as defined in the Instructions to Bidders and including the said Specifications and any Addenda (if released), plus the Bidder's Proposal, and any and all Written Amendment(s), Change Orders(s) and Notice to Proceed if issued after the Effective Date of this Agreement (hereinafter, the "Contract Documents"), are the basis of this Agreement, accept the same and declare that there are no understandings, representations, or promises, written or verbal, having any bearing on this Agreement which are not expressed in the Contract Documents or written in this Agreement.

### **Article 2 – Work**

The Contractor agrees to perform services for the Work as included in the Proposal and to faithfully perform and complete all Work connected therewith in full conformity with said Contract Documents, including the Specifications and Bidder's Proposal, and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed, the Borough agrees to pay the Contractor and the Contractor agrees to accept from the Borough in full settlement therefore, the total sum or contract price of lawful money of the United States of America, at the time, in the manner, and under the conditions named in said Specifications, and as listed herein:

Item	Description	Total (in Dollars)
I	Basic Electric Line Tree Trimming Maintenance for Sections 1,2,3,4,5, & 6	\$ _____

**Item II**

Unit	Amount (in Dollars)
Foreman	\$ per man-hour worked
Trimmer	\$ per man-hour worked
Common Labor	\$ per man-hour worked
Truck	\$ per hour in use
Chipper	\$ per hour in use
Power Saw	\$ per hour in use
Aerial Bucket Truck	\$ per hour in use

**Article 3 – Point of Destination**

For all deliveries, the place where the Goods or other materials are to be delivered shall be known as the Point of Destination and shall be designated as follows:

Project Site  
Chambersburg, PA 17201

**Article 4 - Contract Times & Term**

All times set forth for the completion of the services relating to the Work is the essence of the Agreement. The contract shall begin on the Effective Date and terminate on September 30, 2015. The Work shall be performed between October 01, 2014 and September 30, 2015. To the extent provided in the General Terms and Conditions, relating to disputes, applicable provisions herein shall continue in effect after expiration or termination, including early termination prior to the standard expiration date of the term, to the extent necessary to enforce or complete the duties, obligations, or responsibilities arising prior to termination, repayment of any money due and owing to either party pursuant hereto, and indemnifications specified hereto.

**Article 5 – Standard of Care**

The standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professionals performing the same or similar services in the Commonwealth of Pennsylvania at the time said services are performed. The Contractor will re-perform any services not meeting this standard without additional compensation.

**Article 6 – Contract Price**

The Borough shall pay the Contractor for performance of the services relating to the Work in accordance with the General Terms and Conditions, as provided in the Contract Documents as follows:

- 1 – The prices as stated in Contractor's Bid, as included herein in Article 2.

**Article 7 – Payment Procedures**

The Contractor shall submit invoices in accordance with the General Terms and Conditions and Specifications, as provided in Contract Documents.

Invoices for Work completed in a section shall be submitted upon completion of that section.

#### **Article 8 - Independent Contractors**

Any services for the Work to be performed by the Contractor or its sub-contractors, if any, under this Agreement are provided as independent contractors. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the services for the Work to be performed pursuant to this Agreement shall at all times and places be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it, its employees, and sub- contractors perform the Services. The Contractor does not have the power or authority to bind the Borough in any promise, agreement, or representation unless expressly provided written agreement to do so. The Contractor also hereby represents and warrants that it and any sub- contractors has and will continue to maintain all licenses and approvals required to conduct its business and to provide the services for the Work as required pursuant to this Agreement.

#### **Article 8 – Contractor's Representations**

In order to induce the Borough into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and any and all other related data as identified in the Bidding Documents, including any technical data;
- B. If specified, or if, in Contractor's judgment, any local condition may affect cost, progress or the performance of the Work, Contractor has visited the Point of Destination to become familiar with the local conditions and is satisfied as to the local conditions that may affect cost, progress, or the performance of the Work;
- C. Contractor is familiar with and satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, or the performance of the Work;
- D. Contractor has carefully studied and correlated the information known to Contractor, and information and observations obtained from Contractor's visits, if any, to the Point of Destination, with the Contract Documents;
- E. Contractor promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Contract Documents and the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Contractor; and
- F. Contractor determined that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

#### **Article 9 - Applicable Law / Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue of any action brought hereunder, upon the conclusion of mediation, as set forth in the General Terms and Conditions, shall be in Franklin County Court of Common Pleas.

#### **Article 10 - Entire Agreement / Amendments**

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. This Agreement cannot be modified, except by a written document signed by the parties hereto. Town Council's approval at a public meeting shall be required to amend this Agreement unless otherwise delegated to its designees.

**Article 11 - Remedies**

No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof.

**Article 12 – Non Discrimination**

The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the Services of the Contractor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**Article 13 – Assignment**

This Agreement (including, without limitation, any rights under or interest in this Agreement) shall not be assigned by either party without the express written consent of the other party hereto. The provisions of this Paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.

**Article 14 - Severability**

If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

**Article 15 – Effective Date**

As used herein, the “Effective Date” shall mean the later of the Borough execution date and the Consultant execution date, each of which is set forth on the signature page hereof.

**Article 16 - Counterparts**

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

**(SIGNATURES APPEAR ON FOLLOWING PAGE)**

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date first above written.

**(If Contractor is an Individual)**

_____ Signature of Witness	_____ Signature of Individual
	Trading and doing business as:
	_____ Name of Business
	_____ Address of Business

**(If Contractor is a Partnership - All General Partners Must Sign)**

	_____ Name of Partnership
	_____ Address of Partnership
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner



**(If Contractor is a Corporation)**

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of  
President or Vice President

Attest:

**BOROUGH OF CHAMBERSBURG**

100 South 2<sup>nd</sup> Street  
Chambersburg, PA 17201

\_\_\_\_\_  
Jamia L. Wright

\_\_\_\_\_  
Allen B. Coffman

Borough Secretary

President of Town Council

**END OF AGREEMENT**

## **Receipt of Confirmation of Bidding Documents**

**For**

### **Electric Line Tree Trimming Maintenance From October 01, 2014 to September 30, 2015**

All prospective bidders who obtained the Bidding Documents electronically must fax this "Receipt of Confirmation" form no later than 9:00 AM September 16, 2014 EST to:

Jamia L. Wright, Borough Secretary, at (717) 264-0224.

**The undersigned confirms receipt of all 38 pages of the bidding and contract documents dated August 22, 2014 for the project referenced above as posted electronically at [www.chambersburgpa.gov](http://www.chambersburgpa.gov).**

Name of Company \_\_\_\_\_

Name of Recipient \_\_\_\_\_

Signature of Recipient \_\_\_\_\_

Title of Recipient \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_